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**INSTRUMENT OF ASSIGNMENT AND ASSUMPTION**

**THIS INSTRUMENT OF ASSIGNMENT AND ASSUMPTION** (this "Assignment") is made as of 12/28, 1998, by and between **LARRY E. ROGERS**, an individual having his principal residence at 1212 17th Avenue, South, Nashville, Tennessee 37212, ("Assignor") and **TELANTIS GROUP CORPORATION** ("Assignee"), a Florida corporation, having its principal place of business at 12501 World Plaza Lane, Ft. Myers, Florida 33907.

**BACKGROUND**

A. Assignor is a party to a Private Suite License Agreement with Cleveland Stadium Marketing (the "License Agreement"), a copy of which is attached hereto as **Exhibit A**.

B. The License Agreement grants Assignor the exclusive privilege and right to use the private suite identified in the License Agreement in the football stadium to be constructed at the downtown lakefront in Cleveland, Ohio (the "Suite").

C. Assignor and Assignee previously agreed (the "Consent Agreement") to seek the Cleveland Browns' consent, in accordance with the License Agreement, for this Assignment.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing, the agreements made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1 **Assignment and Assumption.** Assignor hereby assigns, transfers, sets over and conveys all of Assignor's rights, title and interests in, to and under the License Agreement to Assignee, its successors and assigns forever, and hereafter Assignee accedes to all of Assignor's rights, title, and interests, and hereby assumes all of Assignor's obligations, in, to and under the License Agreement.

2 **Successors.** The rights and obligations of Assignee hereunder shall inure to the benefit of and shall be binding upon it and its successors and assigns, and the rights and obligations of Assignor hereunder shall inure to the benefit of and shall be binding upon him and his heirs, estate, executors, administrators, personal representatives, successors and assigns.

3 **Headings.** The captions and headings herein shall be solely for convenience of reference and in no way define, limit or describe the scope or intent of any provisions or sections of this Assignment.

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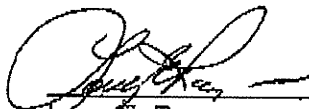
4 **Counterparts.** This Assignment may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument; it shall not be necessary in proving this Assignment to produce or account for more than one such counterpart and faxed, executed, counterparts shall be deemed to be originals.

5 **Entire Agreement; Amendment; Waiver.** This Assignment and the Consent Agreement constitute the entire agreement between the parties with respect to the subject matter hereof, and all prior and contemporaneous agreements or discussions, written or oral, shall have no force or effect whatsoever. No amendment or any waiver of any term of this Assignment shall be enforceable unless it is in writing and executed by both parties hereto.

6 **Governing Law.** The validity, construction and performance of this Assignment shall be governed in accordance with the laws of the State of Ohio without regard to conflict of law principles.

**IN WITNESS WHEREOF,** Assignor and Assignee have executed this Assignment effective as of the date first written above.

**ASSIGNOR:**

  
Larry E. Rogers

**ASSIGNEE:**

Telantix Group Corporation

By: 

Its: \_\_\_\_\_

Pursuant to Section 12 of the License Agreement, the Cleveland Browns hereby consent to this Assignment and, if Assignee desires, will enter into a separate license agreement directly with Assignee to supersede the License Agreement.

Cleveland Browns

By: 

Its: VP Chief Admin. Officer

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**EXHIBIT A**  
**INSTRUMENT OF ASSIGNMENT AND ASSUMPTION**  
**LARRY E. ROGERS / TELANTIS GROUP CORPORATION**

[Document Attached Hereto]